



Suzanne Henderson

**AMENDMENT TO
OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

WHEREAS, on March 6, 2007, Mansfield Park Facilities Development Corporation, whose address is 1200 E. Broad Street, Mansfield, Texas 76063 as Lessor ("Lessor"), did execute and deliver to Carrizo Oil & Gas, Inc., whose address is 1000 Louisiana, Suite 1500, Houston, Texas 77002 as Lessee ("Lessee"), a certain Oil, Gas and Mineral Lease (the "Lease"), which lease was filed for record and recorded at Document No. 208261072, of the Official Public Records of Tarrant County, Texas, covering 2.73 acres of land, more or less, in Tarrant County, Texas, (the "Lease Premises") and covering the following described land, to-wit:

2.73 acres of land, more or less, described in the following two tracts:

Tract 1: That certain tract or parcel of land described as the South part of Lot 9, Block 28, of the Mansfield Original Town, and being a part of the Thomas J. Hanks Survey, Abstract 644, City of Mansfield, Tarrant County, Texas, and further being described in that certain Deed dated October 2, 2001 by and between the Sheriff of Tarrant County, Texas, as Grantor, and the City of Mansfield, as Grantee, as recorded in Volume 15243, Page 151, as Document # D201273941 of the Official Public Records in Tarrant County, Texas, including all streets, alleys, roadways, right-of-ways and easements of record either located thereon or thereto, containing 0.48 acres of land, more or less.

Tract 2: That certain tract or parcel of land described as Tract 18, and being a part of the Margaret Rockerfellow Survey, Abstract 1267, City of Mansfield, Tarrant County, Texas, and further being described in that certain Deed dated October 2, 2001 by and between the Sheriff of Tarrant County, Texas, as Grantor, and the City of Mansfield, as Grantee, as recorded in Volume 15243, Page 152, as Document # D201273942 of the Official Public Records in Tarrant County, Texas, including all streets, alleys, roadways, right-of-ways and easements of record either located thereon or thereto, containing 2.25 acres of land, more or less.

WHEREAS, the Lease is in full force and effect and Lessor and Lessee mutually desire to hereby partially modify and amend said Lease as to paragraph and provision No. 7 to the extent and in the manner hereinafter specified:

NOW, THEREFORE, the City of Mansfield, as Lessor for and in consideration of the sum of Ten Dollars (\$10.00) the receipt of which is acknowledged from Lessee and the form and sufficiency of which is hereby acknowledged by Lessor, its successors and assigns, do hereby mutually agree to the following partial lease amendment, as follows:

(A) Paragraph 7, of the Lease, shall be amended to read as followed:

7. Pooling. Lessee may pool the Land with contiguous acreage to form pooled units for the production of oil or gas. The acreage in a pooled unit may not exceed greater of 320 acres or the amount that would be permitted for a Retained Tract composed of acreage lying entirely within the Land. The unit will become effective when Lessee files in the Real Property Records where the Land is located a document describing the pooled acreage and depths for the pooled unit, and Lessee shall make a copy of the document available to Lessor. Lessee may at its election exercise its pooling option before or after commencing operations. Operations for drilling on or production of oil or gas from any part of a pooled unit that includes land covered by this Lease shall be considered as operations on or production of oil or gas from the portion of the Land included in the pooled unit. That part of the Land included in a pooled unit will be considered to be a Retained Tract, and the provisions of this Lease that provide for termination of the Lease insofar as the Lease covers depths 100 feet below the base of the deepest producing formation and other provisions relating to Retained Tracts shall apply. There shall be allocated to the Land included in the unit that prorated portion of the oil and gas, or either of them, produced from the pooled unit that the number of surface acres of the Land included in the unit bears to the total number of surface acres included in the unit. Royalties shall be computed on the portion of production allocated to the Land. No part of the Land may be included in a pooled unit unless all of the land that is not in a Retained Tract for a producing well is included in the unit.

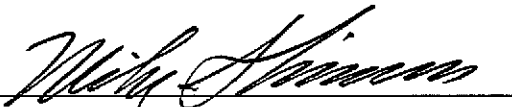
To effectuate the purposes and intent of the parties hereto the Lease, as hereby amended, shall continue in full force and effect subject to and in accordance with all of its terms.

This instrument may be executed in one or more counterparts or in multiple originals, either one of which is as valid as the other and when taken together shall constitute one agreement.

WITNESS the execution hereof this 9th day of October, 2008.

Lessor:

Mansfield Park Facilities Development Corporation

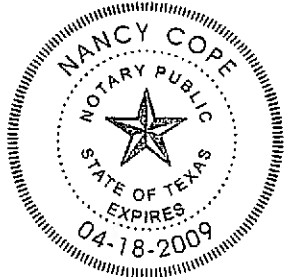
By: 

Title: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on the 9th day of October 2008,
by Mike Skinner, President of Mansfield Park Facilities Development Corporation.



Nancy Cope
Notary Public in and for the State of Texas

Printed Name Nancy Cope

Lessee:

Carrizo Oil & Gas, Inc.

By: Andrew R. Agosto
 Andrew R. Agosto

Title: VICE PRESIDENT MWB

ACKNOWLEDGEMENTS

STATE OF TEXAS §
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COUNTY OF Warren §

This instrument was acknowledged before me on the 28th day of October 2008,
by Andrew R. Agosto, on behalf of Carrizo Oil & Gas, Inc.
 VICE PRESIDENT



Mark H. Brethauer
Notary Public in and for the State of Texas

Printed Name

Exhibit "A"

(Attach copy of executed gas lease)